



## NON DISCLOSURE AGREEMENT

This agreement is made between (*Person Name and affiliation*) \_\_\_\_\_ (hereinafter also indicated as the Recipient)

And

Scuola Superiore Sant'Anna, here represented by the Rector \_\_\_\_\_ (hereinafter also indicated as the Disclosing party)

### **1. Definition of Confidential Information**

As used herein, "Confidential Information" shall mean any and all technical and non-technical information exchanged between Scuola Superiore Sant'Anna and \_\_\_\_\_, including but not limited to patent(s) and patent applications, trade secrets and copyrights, proprietary information – as for instance ideas, techniques, sketches, drawings, models, inventions, know-how, processes, algorithms, software programs, software source documents- and all the information the Disclosing party has to reveal to the Recipient in the framework of this agreement in any form oral, written or whatsoever.

### **2. Exceptions to Confidential Information**

Disclosed Information cannot be considered confidential if it was in the public domain when it was exchanged through the Recipient and the Disclosing party, or if it entered the public domain subsequent to the time it was communicated to the Recipient by the disclosing party, through no fault of the Recipient, or it was in the Recipient's possession free of any confidentiality obligation at the time it was communicated to the Recipient by the Disclosing party, or it was in the Recipient's proprietary information at the time it was communicated to the Recipients by the Disclosing party.

### **3. Aim of the Agreement**

\_\_\_\_\_ and the Disclosing party need to exchange information as they \_\_\_\_\_ (*explain why they are exchanging information: to carry out a scientific collaboration or to develop something or because \_\_\_\_\_ has to spend a period within Scuola Superiore Sant'Anna, parties intend engage discussion concerning... etc.*)

### **4. Handling of Confidential Information**

\_\_\_\_\_ agrees that until the expiration of this agreement she/he will hold in strict confidence and not disclose to any third party Confidential Information provided by Scuola Superiore Sant'Anna and will use the Confidential Information for no purpose other than what reported in point 3.

### **5. No licences**

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant \_\_\_\_\_ any rights therein.

### **6. Term and termination**

This Agreement and its obligations enter into force on the signature date and terminate 5 (five) years after its termination. Upon termination of the Agreement, or upon written request of the Scuola Superiore Sant'Anna, \_\_\_\_\_ shall return to Scuola Superiore Sant'Anna all documents and other tangible materials related to the Confidential Information.

Signed in \_\_\_\_\_



Effective Date:  
Expiration Date:  
Survival Period: five (5) years

(The Recipient )  
Signature

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(The Disclosing Party)  
Signature

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